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Deed Book 12888 Pg 300  
Filed and Recorded Sep-10-1999 01:32pm  
1999-0153515  
Real Estate Transfer Tax \$4,500.00

J.C. Stephenson

Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

22.00  
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STATE OF GEORGIA  
COUNTY OF COBB

RETURN TO: wot  
McLARTY, ROBINSON & VAN VOORHIES  
150 East Ponce de Leon Avenue  
Suite 330  
Decatur, GA 30030

### LIMITED WARRANTY DEED

This LIMITED WARRANTY DEED, made as of this 9th day of September, 1999, by and between Mervyn's, a California corporation (hereinafter referred to as "Grantor"), and Kohl's Department Stores, Inc., a Delaware corporation (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

### WITNESSETH: That,

Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, all that tract or parcel of land lying and being in Land Lot(s) 902 and 971 of the 16th District, of Cobb County, Georgia, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, easements, and appurtenances appertaining thereto, and all of Grantor's right, title, and interest in any public rights-of-way adjoining the Property to the centerline thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behalf of Grantee, forever, in FEE SIMPLE.

AND, SUBJECT TO the title matters expressly set forth in Exhibit B, attached hereto and incorporated herein by this reference, Grantor will warrant and forever defend the right and title

to the Property unto Grantee against the claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed as of the day and year first above written.

GRANTOR:

MERVYN'S, a California corporation

By: [Signature]  
Name: Robert L. Nys  
Title: Vice President

Attest: [Signature]  
Name: Bradley P. J. Syverson  
Title: Assistant Secretary

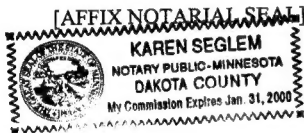
Signed, sealed, and delivered  
in the presence of:

[Signature]  
Unofficial Witness

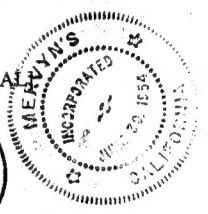
[Signature]  
Notary Public

Commission Expiration Date:

Jan. 31, 2000



[AFFIX CORPORATE SEAL]



(New Mervyn's Parcel)

ALL THAT TRACT or parcel of land lying and being in Land Lots 902 and 971 of the 16th District, Cobb County, Georgia, and being more particularly described as follows:

BEGIN at a 3/8 inch rebar found at the land lot corner common to Land Lots 901, 902, 971 and 972, aforesaid District and County; run thence along the land lot line common Land Lots 971 and 972, South 00°29'12" West a distance of 108.23 feet to a point; thence leaving said land lot line, run South 89°57'23" West a distance of 301.56 feet to a 3/8 rebar set; thence South 89°58'58" West a distance of 290.00 feet to a 3/8 inch rebar found; thence South 19°41'44" West a distance of 151.93 feet to a point; thence South 21°45'55" West a distance of 266.75 feet to a point; thence South 76°22'15" West a distance of 106.38 feet to a point; thence North 11°07'59" West a distance of 93.09 feet to a point; thence North 74°22'19" East a distance of 91.64 feet to a point; thence in a generally northeasterly direction, along the arc of a 28.22 foot radius curve an arc distance of 18.01 feet to a point (said arc being subtended by a chord lying to the northwest thereof, bearing North 60°05'00" East and having a length of 17.71 feet); thence North 28°15'43" East a distance of 142.47 feet to a point; thence in a generally northeasterly direction, along the arc of a 44.37 foot radius curve an arc distance of 24.89 feet to a point (said arc being subtended by a chord lying to the west thereof, bearing North 01°22'53" East and having a length of 24.56 feet); thence North 12°59'39" West a distance of 90.41 feet to a point; thence North 41°36'15" East a distance of 162.75 feet to a point; thence North 72°33'43" West a distance of 28.01 feet to a point; thence in a generally northwesterly direction, along the arc of a 23.73 foot radius curve an arc distance of 26.06 feet to a point (said arc being subtended by a chord lying to the southwest thereof, bearing North 27°59'23" West and having a length of 24.77 feet); thence North 67°56'02" West a distance of 58.42 feet to a point; thence North 02°33'54" West a distance of 38.40 feet to a point; thence North 64°06'53" West a distance of 33.15 feet to a point; thence North 25°53'07" East a distance of 16.83 feet to a point; thence North 64°35'34" West a distance of 24.00 feet to a point; thence North 25°43'35" East a distance of 163.35 feet to a point; thence North 64°35'34" West a distance of 81.58 feet to a point; thence South 25°24'26" West a distance of 82.88 feet to a point; thence North 64°35'34" West a distance of 242.87 feet to a point; thence North 25°24'26" East a distance of 269.51 feet to a point; thence South 64°35'34" East a distance of 242.87 feet to a point; thence South 25°24'26" West a distance of 139.11 feet to a point; thence South 64°35'34" East a distance of 81.84 feet to a point;

**EXHIBIT A**

thence North 25°43'35" East a distance of 97.25 feet to a point;  
thence South 64°12'12" East a distance of 106.56 feet to a point;  
thence North 25°48'43" East a distance of 56.52 feet to a point;  
thence South 64°07'56" East a distance of 10.77 feet to a point;  
thence North 25°40'20" East a distance of 124.58 feet to a point;  
thence North 64°19'40" West a distance of 25.37 feet to a point;  
thence North 25°44'32" East a distance of 291.72 feet to a point  
located on the southwestern right-of-way line of Johnson Ferry  
Road (having a variable right-of-way width); run thence along said  
southwestern right-of-way line, South 65°17'05" East a distance of  
198.45 feet to a point; thence leaving said southwestern right-of-  
way line, run South 25°52'04" West a distance of 30.52 feet to a  
point; thence in a generally southeasterly direction, along the  
arc of a 21.57 foot radius curve an arc distance of 30.87 feet to  
a point (said arc being subtended by a chord lying to the  
southwest thereof, bearing South 38°24'15" East and having a  
length of 28.30 feet); thence South 00°12'11" West a distance of  
181.55 feet to a point; thence South 25°53'07" West a distance of  
236.72 feet to a point; thence North 64°35'34" West a distance of  
112.27 feet to a point; thence South 25°44'21" West a distance of  
220.64 feet to a point; thence South 64°35'34" East a distance of  
28.61 feet to a point; thence South 25°24'26" West a distance of  
25.54 feet to a point; thence South 64°35'34" East a distance of  
244.93 feet to a point; thence South 89°23'36" East a distance of  
72.19 feet to a point; thence in a generally northeasterly  
direction, along the arc of an 80.00 foot radius curve an arc  
distance of 91.04 feet to a point (said arc being subtended by a  
chord lying to the northwest thereof, bearing North 58°00'26" East  
and having a length of 86.20 feet); thence North 25°24'27" East a  
distance of 69.24 feet to a point; thence South 64°35'33" East a  
distance of 18.00 feet to a point; thence North 25°24'27" East a  
distance of 80.47 feet to a point; thence South 89°31'25" East a  
distance of 27.31 feet to a point; thence South 00°28'35" West a  
distance of 112.57 feet to a 3/8 inch rebar found; thence North  
85°06'10" West a distance of 50.64 feet to a 3/8 inch rebar found  
on the land lot corner common to Land Lots 901, 902, 971 and 972,  
aforesaid District and County, said 3/8 inch rebar being the POINT  
OF BEGINNING. The above-described property contains 8.8082 acres.

The above-described property is shown as and described according  
to that certain As-Built Survey for Mervyn's, prepared by Travis  
Pruitt & Associates, P.C., Travis N. Pruitt, Sr., GRLS No. 1729,  
dated January 31, 1995, last revised June 1, 1995, which certain  
Survey is incorporated herein by this reference and made a part of  
this description.

~~SCHEDULE B - SECTION 2~~

~~Schedule B of the policy to be issued pursuant hereto will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.~~

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof buy prior to the date the proposed Insured acquires for value of record the estate or interest covered by this commitment.
2. Standard Exceptions:
  - a. Rights of claims of parties in possession not shown by the public records.
  - b. Easements, encroachments, overlaps, boundary line disputes, or any other matters which would be disclosed by a current accurate survey and inspection of subject property.
  - c. Easements, or claims of easements, not shown by the public records.
  - d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - e. Taxes or special assessments which are not shown as existing liens by the public records.
3. Matters disclosed by that certain As-Built Survey for SCC Marietta Partners, Ltd., SCC Interests, Inc., Mervyn's, Kohl's Department Store, and Chicago Title Insurance Company, dated January 31, 1995, last revised, July 7, 1999, prepared by Travis Pruitt & Associates, as follows:
  - a. Drainage facilities traversing the property;
  - b. Fence traversing the southern boundary line of the property;
  - c. 65' building setback line (per Deed Book 7653, page 1);
  - d. Concrete block wall along the southern boundary line of the property;
  - e. Sanitary sewer facilities entering and exiting the southern boundary line of the property (per Deed Book 1594, page 397, Deed Book 9356, page 106 and Deed Book 9426, page 325)
4. No insurance is afforded as to the exact amount of acreage contained in the property described herein.

Affects Parcel I:

5. All taxes subsequent to the year 1998. [NOTE: State and County taxes were paid in amount of \$64,667.36 for Tax Map No. 16-902-31 for year 1998. 1999 State and County taxes have been assessed in the amount of \$58,354.80 for Bill No. 134267 and are due and payable by October 15, 1999.]
6. Sewer Easements in favor of Cobb County, as follow:
  - a. from Hiram S. Cochran, Charles S. Roberts and G. Owen Brown, dated January 31, 1975, recorded in Deed Book 1594, page 397, Cobb County, Georgia, Records; as affected by Sewer Easement from Merchants Walk Associates, L.P. to Cobb County, dated January 10, 1996, recorded in Deed Book 9356, page 106, aforesaid records, as re-recorded in Deed Book 9426, page 325, aforesaid records; and
  - b. from Merchants Walk, Ltd., a Georgia limited partnership having as its sole general partner S. Lowell Wamock, dated May 8, 1978, recorded in Deed Book 1912, page 497, aforesaid records; as affected by Sewer Easement from Merchants Walk Associates, L.P. to Cobb County, dated January 10, 1996, recorded in Deed Book 9356, page 106, aforesaid records, as re-recorded in Deed Book 9426, page 325, aforesaid records.

[NOTE: As a matter of information only, Cobb County has executed a letter dated September 14, 1993, indicating that said sewer easements will be released upon the granting of new sewer easements in favor of Cobb County, Georgia.]

**EXHIBIT B**

7. Sewer Easement from Kyle R. Weems, as Trustee and Receiver in Bankruptcy for Hamilton Mortgage Corporation, a bankrupt corporation to Land Lot 901, Ltd., a Georgia limited partnership having as its sole two general partners Hal W. Lamb and John H. Gipson, dated July 15, 1977, recorded in Deed Book 1796, page 670, aforesaid records; as amended by Agreement by and between Merchants Plaza Joint Venture and Merchants Walk Associates, L.P., dated September 30, 1993, recorded in Deed Book 7652, page 433, aforesaid records.
8. Sewer Easement from Cotton States Properties, Ltd., a Georgia corporation to M. Stanley Windham, William R. Collins, J. M. Pinkerton and Del Taco Corporation, a Delaware corporation, dated October 24, 1978, recorded in Deed Book 2016, page 425, aforesaid records; as amended by Easement Agreement and Release of Existing Easement by and between Lorient Corporation, N.V., a Netherlands Antilles corporation and Merchants Walk Associates, L.P., a Georgia limited partnership having as its sole general partner New Market-Merchants Walk, L.P., a Georgia limited partnership, dated September 28, 1993, recorded in Deed Book 7652, page 420, aforesaid records.
9. Right-of-Way Easement from Merchants Walk, Ltd., a Georgia limited partnership to Southern Bell Telephone and Telegraph Company, dated July 24, 1979, recorded in Deed Book 2096, page 257, aforesaid records. [NOTE: As a matter of information only, Southern Bell has executed a letter (undated) indicating that this easement will be released upon the granting of a new easement in favor of Southern Bell Telephone and Telegraph Company.]
10. Pole Line Easement from Merchants Walk, Ltd. to Oglethorpe Power Corporation, dated February 11, 1987, recorded in Deed Book 4453, page 92, aforesaid records. Oglethorpe Power Corporation claims no further interest in the above mentioned easements except the right to operate, maintain, rebuild and renew its existing facilities under the terms and conditions of said easements. [This policy affirmatively insures that said easement affects only property located in Land Lot 903.]
11. Buffer of varying width as established in Warranty Deed from Frederick E. Stillwell, Jeff A. Hedden, Jr. and Roger E. Bridges to Merchants Walk, Ltd., a Georgia limited partnership, dated November 4, 1985, recorded in Deed Book 3712, page 57, aforesaid records.
12. Easement and Restrictive Covenant Agreement by Merchants Walk, Ltd., a Georgia limited partnership, dated November 4, 1985, recorded in Deed Book 3756, page 355, aforesaid records; as amended by instrument dated April 22, 1987, recorded in Deed Book 4447, page 500, aforesaid records; amendment was re-recorded in Deed Book 4574, page 85, aforesaid records; as further amended by Second Amendment thereto dated April 27, 1993, recorded in Deed Book 7652, page 473, aforesaid records.
13. Slope Easements running in favor of Cobb County contained in Condemnations styled Cobb County, Georgia versus Merchants Walk, Ltd., et al., as follows:
  - a. filed for record June 30, 1990, being Cobb County Superior Court Civil Action File No. 9010726-99; and
  - b. filed for record June 30, 1990, being Cobb County Superior Court Civil Action File No. 9010727-99.

[NOTE: The above slope easements affect only that portion of subject property on Johnson Ferry Road as shown on survey referred to in Item 2 hereinabove.]

14. Grant of Reciprocal Easements, Declaration of Covenants Running With The Land and Development Agreement by and between Mervyn's, a California corporation, and Merchants Walk Associates, L.P., a Georgia limited partnership, dated November 22, 1993, recorded in Deed Book 7812, page 433, aforesaid records, as amended by First Amendment thereto dated January 10, 1996, recorded in Deed Book 9356, page 132, aforesaid records.
15. Agreement by and between Merchants Walk Associates, L.P. and Bob and June Bowers, Al and Judy Arauz, Carl and Carol Leo, Gary and Shari Marx, and Monson and Sandra Hayes, dated March 14, 1992, recorded in Deed Book 7653, page 1, aforesaid records; as amended by First Amendment dated September 17, 1992, recorded in Deed Book 7653, page 16, aforesaid records; as further amended by Second Amendment thereto dated June 9, 1993, recorded in Deed Book 7653, page 24, aforesaid records.
16. Quitclaim Deed (Mervyn's to Merchant's Walk), dated December 28, 1995.
17. Corrective Quitclaim Deed (Merchant's Walk to Mervyn's), dated January 10, 1996.
18. Pad Delivery Date Extension, dated December 20, 1993.
19. Mervyn's Address Change Notice, dated May 2, 1995.
20. Mervyn's Old Navy Clothing Approval, dated March 28, 1996.
21. Developer Address Change Notice, dated May 7, 1996.
22. Mervyn's Approval of Parking Area Changes, dated July 15, 1996.

Deed Book 12888 Pg 306

*Jay C. Stephenson*

Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE PUBLIC RECORDS OF COBB COUNTY, GEORGIA, ON MAY 1, 1996.